

B27 (Official Form 27) (12/09)

UNITED STATES BANKRUPTCY COURT

In re Fleeger
DebtorCase No. 09-75313
Chapter 7

REAFFIRMATION AGREEMENT COVER SHEET

This form must be completed in its entirety and filed, with the reaffirmation agreement attached, within the time set under Rule 4008. It may be filed by any party to the reaffirmation agreement.

- Creditor's Name: HBC Auto Finance
- Amount of the debt subject to this reaffirmation agreement:
\$ 14,536.94 on the date of bankruptcy \$ 14,536.94 to be paid under reaffirmation agreement
- Annual percentage rate of interest: 14.99% prior to bankruptcy
14.99% under reaffirmation agreement (☒ Fixed Rate ☐ Adjustable Rate)
- Repayment terms (if fixed rate): \$ 433.96 per month for 35 months
- Collateral, if any, securing the debt: Current market value: \$ 10,225
Description: 2005 Kia Sedona
- Does the creditor assert that the debt is nondischargeable? ☐ Yes ☒ No
(If yes, attach a declaration setting forth the nature of the debt and basis for the contention that the debt is nondischargeable.)

Debtor's Schedule I and J Entries7A. Total monthly income from \$ 4972
Schedule I, line 168A. Total monthly expenses \$ 4961
from Schedule J, line 189A. Total monthly payments on \$ 0
reaffirmed debts not listed on
Schedule JDebtor's Income and Expenses
as Stated on Reaffirmation Agreement7B. Monthly income from all \$ 4972
sources after payroll deductions8B. Monthly expenses \$ 49619B. Total monthly payments on \$ 0
reaffirmed debts not included in
monthly expenses10B. Net monthly income \$ 11.00
(Subtract sum of lines 8B and 9B from
line 7B. If total is less than zero, put the
number in brackets.)

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11. Explain with specificity any difference between the income amounts (7A and 7B):

12. Explain with specificity any difference between the expense amounts (8A and 8B):

If line 11 or 12 is completed, the undersigned debtor, and joint debtor if applicable, certifies that any explanation contained on those lines is true and correct.

Signature of Debtor (only required if
line 11 or 12 is completed)

Signature of Joint Debtor (if applicable, and only
required if line 11 or 12 is completed)

Other Information

☐ Check this box if the total on line 10B is less than zero. If that number is less than zero, a presumption of undue hardship arises (unless the creditor is a credit union) and you must explain with specificity the sources of funds available to the Debtor to make the monthly payments on the reaffirmed debt: _____

Was debtor represented by counsel during the course of negotiating this reaffirmation agreement?
☒ Yes ☐ No

If debtor was represented by counsel during the course of negotiating this reaffirmation agreement, has counsel executed a certification (affidavit or declaration) in support of the reaffirmation agreement?
☒ Yes ☐ No

FILER'S CERTIFICATION

I hereby certify that the attached agreement is a true and correct copy of the reaffirmation agreement between the parties identified on this Reaffirmation Agreement Cover Sheet.

Reebri Olesky
Signature

ACB BK Servicing
Print/Type Name & Signer's Relation to Case

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Form 240A - Reaffirmation Agreement (1/07)

<input type="checkbox"/>	Presumption of Undue Hardship
<input type="checkbox"/>	No Presumption of Undue Hardship
(Check box as directed in Part D: Debtor's Statement in support of Reaffirmation Agreement.)	

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
ROCKFORD DIVISION

IN RE: Mary E. Fleeger
Daniel Fleeger
Debtor(s)

Case No. 09-75313-MB-7

Chapter 7

REAFFIRMATION AGREEMENT

[Indicate all documents included in this filing by checking each applicable box.]

☒ Part A: Disclosures, Instructions, and Notice to Debtor (Pages 1 - 5)

☒ Part D: Debtor's Statement in Support of Reaffirmation Agreement

☒ Part B: Reaffirmation Agreement

☐ Part E: Motion for Court Approval

☐ Part C: Certification by Debtor's Attorney

[Note: Complete Part E only if debtor was not represented by an attorney during the course of negotiating this agreement. Note also: If you complete Part E, you must prepare and file Form 240B - Order on Reaffirmation Agreement.]

Name of Creditor: HSBC Auto Finance (f/k/a Household Auto Finance Corp)

☐ *[Check this box if] Creditor is a Credit Union as defined in §19(b)(1)(a)(iv) of the Federal Reserve Act*

PART A: DISCLOSURE STATEMENT, INSTRUCTIONS AND NOTICE TO DEBTOR**1. DISCLOSURE STATEMENT**

Before Agreeing to Reaffirm a Debt, Review These Important Disclosures:

SUMMARY OF REAFFIRMATION AGREEMENT

This Summary is made pursuant to the requirements of the Bankruptcy Code.

AMOUNT REAFFIRMED

The amount of debt you have agreed to reaffirm:

\$14,536.94

The amount of debt you have agreed to reaffirm includes all fees and costs (if any) that have accrued as of the date of this disclosure. Your credit agreement may obligate you to pay additional amounts which may come due after the date of this disclosure. Consult your credit agreement.

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Form 240A - Reaffirmation Agreement (Cont.)

ANNUAL PERCENTAGE RATE*[The annual percentage rate can be disclosed in different ways, depending on the type of debt.]*

a. If the debt is an extension of "credit" under an "open end credit plan," as those terms are defined in § 103 of the Truth in Lending Act, such as a credit card, the creditor may disclose the annual percentage rate shown in (i) below or, to the extent this rate is not readily available or not applicable, the simple interest rate shown in (ii) below, or both.

(i) The Annual Percentage Rate disclosed, or that would have been disclosed, to the debtor in the most recent periodic statement prior to entering into the reaffirmation agreement described in Part B below or, if no such periodic statement was given to the debtor during the prior six months, the annual percentage rate as it would have been so disclosed at the time of the disclosure statement: ____%.

--- And/Or ---

(ii) The simple interest rate applicable to the amount reaffirmed as of the date this disclosure statement is given to the debtor: ____%. If different simple interest rates apply to different balances included in the amount reaffirmed, the amount of each balance and the rate applicable to it are:

\$ _____ @ _____ %;
 \$ _____ @ _____ %;
 \$ _____ @ _____ %.

b. If the debt is an extension of credit other than under an open end credit plan, the creditor may disclose the annual percentage rate shown in (i) below, or, to the extent this rate is not readily available or not applicable, the simple interest rate shown in (ii) below, or both.

(i) The Annual Percentage Rate under §128(a)(4) of the Truth in Lending Act, as disclosed to the debtor in the most recent disclosure statement given to the debtor prior to entering into the reaffirmation agreement with respect to the debt or, if no such disclosure statement was given to the debtor, the annual percentage rate as it would have been so disclosed: 14.99%.

--- And/Or ---

(ii) The simple interest rate applicable to the amount reaffirmed as of the date this disclosure statement is given to the debtor: ____%. If different simple interest rates apply to different balances included in the amount reaffirmed, the amount of each balance and the rate applicable to it are:

\$ _____ @ _____ %;
 \$ _____ @ _____ %;
 \$ _____ @ _____ %.

c. If the underlying debt transaction was disclosed as a variable rate transaction on the most recent disclosure given under the Truth in Lending Act:

The interest rate on your loan may be a variable interest rate which changes from time to time, so that the annual percentage rate disclosed here may be higher or lower.

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Form 240A - Reaffirmation Agreement (Cont.)

d. If the reaffirmed debt is secured by a security interest or lien, which has not been waived or determined to be void by a final order of the court, the following items or types of items of the debtor's goods or property remain subject to such security interest or lien in connection with the debt or debts being reaffirmed in the reaffirmation agreement described in Part B.

<u>Item or Type of Item</u>	<u>Original Purchase Price or Original Amount of Loan</u>
2005 KIA SEDONA-V6 Wagon LX	\$20,401.18

Optional --- At the election of the creditor, a repayment schedule using one or a combination of the following may be provided:

Repayment Schedule:

Your first payment in the amount of \$ 433.96 is due on 12/19/2009, but the future payment amount may be different. Consult your reaffirmation agreement or credit agreement, as applicable.

--- And/Or ---

Your payment schedule will be: 35 payments in the amount of \$433.96 each, payable monthly on the 19th day of each month unless altered later by mutual agreement in writing.

--- And/Or ---

A reasonably specific description of the debtor's repayment obligations to the extent known by the creditor or creditor's representative.



2. INSTRUCTIONS AND NOTICE TO DEBTOR

Reaffirming a debt is a serious financial decision. The law requires you to take certain steps to make sure the decision is in your best interest. If these steps are not completed, the reaffirmation agreement is not effective, even though you have signed it.

1. Read the disclosures in this Part A carefully. Consider the decision to reaffirm carefully. Then, if you want to reaffirm, sign the reaffirmation agreement in Part B (or you may use a separate agreement you and your creditor agree on).

2. Complete and sign Part D and be sure you can afford to make the payments you are agreeing to make and have received a copy of the disclosure statement and a completed and signed reaffirmation agreement.

3. If you were represented by an attorney during the negotiation of your reaffirmation agreement, the attorney must have signed the certification in Part C.

4. If you were not represented by an attorney during the negotiation of your reaffirmation agreement, you must have completed and signed Part E.

5. The original of this disclosure must be filed with the court by you or your creditor. If a separate reaffirmation agreement (other than the one in Part B) has been signed, it must be attached.

6. If the creditor is not a Credit Union and you were represented by an attorney during the negotiation of your reaffirmation agreement, your reaffirmation agreement becomes effective upon filing with the court unless the reaffirmation is presumed to be an undue hardship as explained in Part D. If the creditor is a Credit Union and you were represented by an attorney during the negotiation of your reaffirmation agreement, your reaffirmation agreement becomes effective upon filing with the court.

7. If you were not represented by an attorney during the negotiation of your reaffirmation agreement, it will not be effective unless the court approves it. The court will notify you and the creditor of the hearing on your reaffirmation agreement. You must attend this hearing in bankruptcy court where the judge will review your reaffirmation agreement. The bankruptcy court must approve your reaffirmation agreement as consistent with your best interests, except that no court approval is required if your reaffirmation agreement is for a consumer debt secured by a mortgage, deed of trust, security deed, or other lien on your real property, like your home.

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Form 240A - Reaffirmation Agreement (Cont.)

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YOUR RIGHT TO RESCIND (CANCEL) YOUR REAFFIRMATION AGREEMENT

You may rescind (cancel) your reaffirmation agreement at any time before the bankruptcy court enters a discharge order, or before the expiration of the 60-day period that begins on the date your reaffirmation agreement is filed with the court, whichever occurs later. To rescind (cancel) your reaffirmation agreement, you must notify the creditor that your reaffirmation agreement is rescinded (or canceled).

Frequently Asked Questions:

What are your obligations if you reaffirm the debt? A reaffirmed debt remains your personal legal obligation. It is not discharged in your bankruptcy case. That means that if you default on your reaffirmed debt after your bankruptcy case is over, your creditor may be able to take your property or your wages. Otherwise, your obligations will be determined by the reaffirmation agreement which may have changed the terms of the original agreement. For example, if you are reaffirming an open end credit agreement, the creditor may be permitted by that agreement or applicable law to change the terms of that agreement in the future under certain conditions.

Are you required to enter into a reaffirmation agreement by any law? No, you are not required to reaffirm a debt by any law. Only agree to reaffirm a debt if it is in your best interest. Be sure you can afford the payments you agree to make.

What if your creditor has a security interest or lien? Your bankruptcy discharge does not eliminate any lien on your property. A "lien" is often referred to as a security interest, deed of trust, mortgage or security deed. Even if you do not reaffirm and your personal liability on the debt is discharged, because of the lien your creditor may still have the right to take the security property if you do not pay the debt or default on it. If the lien is on an item of personal property that is exempt under your State's law or that the trustee has abandoned, you may be able to redeem the item rather than reaffirm the debt. To redeem, you make a single payment to the creditor equal to the current value of the security property, as agreed by the parties or determined by the court.

NOTE: When this disclosure refers to what a creditor "may" do, it does not use the word "may" to give the creditor specific permission. The word "may" is used to tell you what might occur if the law permits the creditor to take the action. If you have questions about your reaffirming a debt or what the law requires, consult with the attorney who helped you negotiate this agreement reaffirming a debt. If you don't have an attorney helping you, the judge will explain the effect of your reaffirming a debt when the hearing on the reaffirmation agreement is held.

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Form 240A - Reaffirmation Agreement (Cont.)

PART B: REAFFIRMATION AGREEMENT.

I (we) agree to reaffirm the debts arising under the credit agreement described below.

1. Brief description of credit agreement: Please refer to Contract.

2. Description of any changes to the credit agreement made as part of this reaffirmation agreement: The debtor will receive a 3 month extension contingent on the filing of this reaffirmation agreement before discharge. Any loan extensions, modifications, late payments, payments to principal or other accruals of interest may alter the contractual paid in full date or final payment amount.

SIGNATURE(S):**Borrower:**

Mary E. Fleeger
(Print Name)

(Signature)

Date:

1/6/09 10

Accepted by creditor:

HSBC Auto Finance (f/k/a Household Auto Finance Corp)
(Printed Name of Creditor)

P.O. Box 201347
Arlington, TX 76006
(Address of Creditor)

(Signature)

Debi Creasy

Co-borrower, if also reaffirming these debts:

Daniel Fleeger
(Print Name)

(Signature)

Date:

1-6-10

Debi Creasy, Team Lead
James Collins, Division Manager
Blair Korschun, Senior Vice President
Ascension Capital Group, Inc.
Bankruptcy Servicer for HSBC Auto Finance (f/k/a
Household Auto Finance Corp)
(Printed Name and Title of Individual Signing for Creditor)

Date of creditor acceptance:

2/1/10

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Form 240A - Reaffirmation Agreement (Cont.)

PART C: CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY).

[To be filed only if the attorney represented the debtor during the course of negotiating this agreement.]

I hereby certify that (1) this agreement represents a fully informed and voluntary agreement by the debtor; (2) this agreement does not impose an undue hardship on the debtor or any dependent of the debtor; and (3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

☐ *[Check box, if applicable and the creditor is not a Credit Union.]* A presumption of undue hardship has been established with respect to this agreement. In my opinion, however, the debtor is able to make the required payment.

Printed Name of Debtor's Attorney: Gary O. FlandersSignature of Debtor's Attorney: Date: 1-22-10

DAVID L. DAVITT
4023 CHARLES ST.
ROCKFORD, IL 61108

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Form 240A - Reaffirmation Agreement (Cont.)

PART D: DEBTOR'S STATEMENT IN SUPPORT OF REAFFIRMATION AGREEMENT

[Read and complete sections 1 and 2, OR, if the creditor is a Credit Union and the debtor is represented by an attorney, read the section 3. Sign the appropriate signature line(s) and date your signature. If you complete sections 1 and 2 and your income less monthly expenses does not leave enough to make the payments under this reaffirmation agreement, check the box at the top of page 1 indicating "Presumption of Undue Hardship." Otherwise, check the box at the top of page 1 indicating "No Presumption of Undue Hardship."]

1. I believe this reaffirmation agreement will not impose an undue hardship on my dependents or me. I can afford to make the payments on the reaffirmed debt because my monthly income (take home pay plus any other income received) is \$ 4972, and my actual current monthly expenses including monthly payments on post-bankruptcy debt and other reaffirmation agreements total \$ 4536, leaving \$ 436 to make the required payments on this reaffirmed debt.

I understand that if my income less my monthly expenses does not leave enough to make the payments, this reaffirmation agreement is presumed to be an undue hardship on me and must be reviewed by the court. However, this presumption may be overcome if I explain to the satisfaction of the court how I can afford to make the payments here:

(Use an additional page if needed for a full explanation.)

2. The total net monthly income (take home pay plus any other income received) as stated on my Schedule I is \$ _____, and the total monthly expenses as listed on Schedule J is \$ _____.

These amounts are (check one):

☐ The same as the net monthly income and total monthly expenses as listed in the Debtor's Statement above required by 11 U.S.C. § 524 (k), or

☐ Different from the net monthly income and total monthly expenses as listed in the Debtor's Statement above required by 11 U.S.C. § 524 (k). If different, the Debtor(s) must include an explanation of any difference here:

(Use an additional page if needed for a full explanation.)

3. I received a copy of the Reaffirmation Disclosure Statement in Part A and a completed and signed reaffirmation agreement.

Signed: _____

Mary E. Fleeger

Daniel Fleeger

Date: 1/16/10

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Form 240A - Reaffirmation Agreement (Cont.)

--- Or ---

[If the creditor is a Credit Union and the debtor is represented by an attorney]

I believe this reaffirmation agreement is in my financial interest. I can afford to make the payments on the reaffirmed debt. I received a copy of the Reaffirmation Disclosure Statement in Part A and a completed and signed reaffirmation agreement.

Signed: _____

Mary E. Fleeger

Daniel Fleeger

Date: _____



orm 240A - Reaffirmation Agreement (Cont.)

PART E: MOTION FOR COURT APPROVAL

[To be completed and filed only if the debtor is not represented by an attorney in negotiating the reaffirmation agreement.]

MOTION FOR COURT APPROVAL OF REAFFIRMATION AGREEMENT

I (we), the debtor(s), affirm the following to be true and correct:

I am not represented by an attorney in connection with this reaffirmation agreement.

I believe this reaffirmation agreement is in my best interest based on the income and expenses I have disclosed in my Statement in Support of this reaffirmation agreement, and because (provide any additional relevant reasons the court should consider):

Therefore, I ask the court for an order approving this reaffirmation agreement under the following provisions (*check all applicable boxes*):

☐ U.S.C. § 524(c)(6) (debtor is not represented by an attorney during course of the negotiation of the reaffirmation agreement)

☐

☐ U.S.C. § 524(m) (presumption of undue hardship has arisen because monthly expenses exceed monthly income)

Signed: _____
Debtor

Joint Debtor, if any

Date: _____

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
ROCKFORD DIVISION

In re: Mary E. Fleeger
Daniel Fleeger
Debtor(s)

Case No.: 09-75313-MB-7
Chapter: 7

ORDER ON REAFFIRMATION AGREEMENT

The debtor(s) Mary E. Fleeger and Daniel Fleeger has (have) filed a motion for approval of the reaffirmation agreement dated _____ made between the debtor(s) and HSBC Auto Finance (f/k/a Household Auto Finance Corp). The court held the hearing required by 11 U.S.C. § 524(d) on notice to the debtor(s) and the creditor on _____.

- COURT ORDER: [] The court grants the debtor's motion under 11 U.S.C. § 524(c)(6)(A) and approves the reaffirmation agreement described above as not imposing an undue hardship on the debtor(s) or a dependent of the debtor(s) and as being in the best interest of the debtor(s).
- [] The court grants the debtor's motion under 11 U.S.C. § 524(k)(9) and approves the reaffirmation agreement described above.
- [] The court does not disapprove the reaffirmation agreement under 11 U.S.C. § 524(m).
- [] The court disapproves the reaffirmation agreement under 11 U.S.C. § 524(m).
- [] The court does not approve the reaffirmation agreement.

BY THE COURT

Date: _____

United State Bankruptcy Judge

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT Page 14 of 15

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment.
14.99 %	\$ 10843.94	\$ 20401.18	\$ 31245.12	\$ 35945.12

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
72	\$ 433.96	monthly beginning 07/04/2005
	\$ N/A	

Security: You are giving a security interest in the goods being purchased and in any moneys, credits or other property of yours in the possession of the assignee, on deposit or otherwise.

Less Charge: If any payment is ten (10) days late, you will be charged: (i) 5% of the installment if the installment is in excess of \$200.00, or (ii) \$10.00 if the installment is for \$200.00 or less.

Prepayment: You have the right to prepay the unpaid balance in full or in part at anytime without penalty. See your contract terms below and on the reverse side for any additional information about nonpayment, default, any required repayment in full before the scheduled date, prepayment refunds and penalties and further information about security interests.

Financing of Amount Financed

Cash Price	\$ 22955.00
Less Cash Downpayment	\$ 4700.00
Value of Trade-In	N/A
Lien Payoff	N/A
To: N/A	N/A
Unpaid Balance of Cash Price	\$ 18255.00
Amount Paid to Others for Fee	N/A
Unpaid Balance Due on Trade-In	N/A
Year, Make, Model of Buyer's Trade-In	N/A
Insurance Companies:	
ENTERPRISE LI	\$ 571.79
N/A	\$ N/A
N/A	\$ N/A
Public Official	\$ 1519.00
(License, Title & Taxes)	
To ANDERSON ROCK	\$ 55.39
To N/A	\$ N/A
To N/A	\$ N/A
To N/A	\$ N/A

Buyer(s) **MARY E FLEEGER 228 S COLFAX ST BYRON IL 61010**Buyer(s) **DANIEL FLEEGER 228 S COLFAX ST BYRON IL 61010**Seller **ANDERSON ROCK RIVER FORD INC. 224 N ALPINE RD ROCKFORD IL 61107**

Seller hereby sells and Buyer or Buyers, jointly and severally, hereby purchase the following motor vehicle with accessories and equipment thereon for the deferred payment price and on the terms set forth in this contract. Buyer acknowledges delivery and acceptance of said motor vehicle in good condition.

New or Used	Year	Make of Vehicle	Model	Body Style	No. Cyl.	Serial Number	Body Color	Top Color	Key No.
NEW	2005	KIA	SEDONA	SEDONA EX		KNDUP132256704365	IMP BLU		Y2579

Buyer Promises to pay to the order of Seller at the office of:

HSRC AUTO FINANCE INC(Assigned) located in **SAN DIEGO**, IllinoisThe Amount Financed shown above together with a Finance Charge on the principal balance of the Amount Financed from time to time unpaid at the rate of **14.99** % per annum from date until maturity in **72** installments of \$ **433.96** each and a final installment of \$ **433.96**, beginning on **JULY 4th 2005** and continuing on the same day of each successive month thereafter until fully paid. All payments shall be applied first to accrued Finance Charge and the balance to principal. The Finance Charge has been computed on the scheduled unpaid balances of the Amount Financed on the assumption that all scheduled installments will be paid when due. Guarantor, if any, guarantees collection of all amounts due under this contract upon failure of the Buyer named herein.

SECURITY INTERESTS: Seller is granted a purchase-money security interest in the motor vehicle described above and all accessories under the Illinois Uniform Commercial Code until the Total of Payments and all future indebtedness is paid. Seller, repairs and insurance premiums advanced by holder hereunder are paid in full. Buyer grants assigned the right of set-off or lien on any moneys, credits or other property of Buyer in possession of the Assignee, on deposit or otherwise, excepting IRA or similar deposits. Seller is also granted a security interest in any premium rebates for insurance or service contracts, if financed hereunder, in the proceeds of any insurance or service contract on the motor vehicle, and in the proceeds of any credit life and/or accident and health insurance financed hereunder, until all amounts due under this contract are paid in full.

ACCELERATION: Buyer agrees that (1) if Buyer shall default in the payment of any installment of the Total of Payments or any other indebtedness due hereon; or (2) Buyer shall fail to perform any agreement or warranty made by Buyer herein; or (3) if the motor vehicle shall be lost, stolen, substantially damaged, sold, encumbered, removed, concealed, attached or levied upon; or (4) if the motor vehicle shall be seized or forfeited for violation of any law or ordinance, State, Federal or Municipal; or (5) a proceeding under any bankruptcy or insolvency statute shall be instituted by or against Buyer or Buyer's business or property, on Buyer shall make an assignment for benefit of creditors; or (6) if Buyer shall die or be adjudged incompetent; or (7) if holder shall for reasonable cause, deem itself insecure; or (8) if Buyer shall fail to keep the motor vehicle fully insured for the entire term of this contract the holder may declare all unpaid installments of the Total of Payments and all other indebtedness secured hereby immediately due and payable, without notice or demand.

PREPAYMENT: THE BUYER MAY PREPAY IN FULL OR IN PART THE UNPAID BALANCE OF THE CONTRACT AT ANY TIME WITHOUT PENALTY.

DELINQUENCY CHARGE: If any payment is ten (10) days late you will be charged: (i) 5% of the installment if the installment is in excess of \$200.00; or (ii) \$10.00 if the installment is for \$200.00 or less. In addition, Buyer agrees to pay (as a possible attorney's fee, costs and expenses incurred in the collection or enforcement of the debt or in realizing on the collateral. Buyer agrees to pay Finance Charges and, maturity of the final installment, of any acceleration upon default at the Annual Percentage Rate stated herein so long as there exists any uncured default hereunder, all without relief from valuation or appraisal laws.

INSURANCE AGREEMENT: Motor Vehicle Damage or Loss Insurance is required by Seller. (Buyer may choose the person through whom the insurance is to be obtained. If such insurance is to be obtained through Seller, the cost for a term of **N/A** months will be \$ **N/A**.)

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT

Credit Insurance is not required by Seller nor is it a factor in approval of the extension of credit. No credit insurance is to be provided unless the Buyer signs the appropriate authorization below. Group Credit Insurance is available for the term of the credit upon acceptance by insurer at the following costs:

Credit Life Insurance \$ **N/A** Credit Disability Insurance \$ **571.79**

I desire Credit Life and Disability Insurance.

I desire Credit Life Insurance only.

I DO NOT want Credit Life or Disability Insurance.

34-**05/20/2005**

(Age of Insured) (Signature) (Date)

N/A N/A N/A

(Age of Insured) (Signature) (Date)

N/A N/A N/A

(Age of Insured) (Signature) (Date)

N/A N/A N/A

SEE REVERSE HEREOF FOR INFORMATION ON POSSIBLE REFUND OF CREDIT LIFE OR DISABILITY INSURANCE PREMIUM.**NOTICE OF PROPOSED GROUP CREDIT LIFE INSURANCE**

If a charge is made above for credit life insurance and if such insurance is to be provided by assignee, the undersigned takes notice that the decreasing term insurance written under a Group Credit Life Insurance Policy is to be purchased on the life of the Buyer or Buyers who agreed above requesting it, subject to acceptance by the insurer and issuance of a certificate by **ENTERPRISE LIFE INSURANCE P.O. BOX 167667 IRVING TX 75016-7667** (Home Office Address)

The amount of premium is shown above. The term of insurance will commence on the date of this contract and expire on the originally scheduled maturity date of the indebtedness. The initial amount of insurance will be equal to the initial indebtedness and will decrease as any payment is made on the indebtedness in an amount computed by multiplying the amount of the payment by the percentage of the indebtedness remaining at the time of payment. If the indebtedness is terminated prior to the scheduled maturity date of the indebtedness, any premium refund will be paid or credited promptly to the person entitled thereto. Refund formula is on file with the Director of Insurance and with creditor. All of the foregoing is subject to the provisions of the certificate of insurance to be issued.

Other Insurance: **N/A** the cost for a term of **N/A** months will be \$ **N/A**

BUYER AGREES THAT THE PROVISIONS ON THE REVERSE SIDE HEREOF SHALL CONSTITUTE A PART OF THIS RETAIL INSTALLMENT CONTRACT AND BE INCORPORATED HEREIN. If this contract evidences the sale of a used motor vehicle (1) Buyer acknowledges receipt of the original or a true copy of the "Buyer's Guide" form displayed by Seller on the side window of the motor vehicle; and (2) THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS USED VEHICLE IS A PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

DOCUMENTARY FEE: A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATED TO CLOSING OF A SALE. THE BASE DOCUMENTARY FEE BEGINS JANUARY 1, 2005 AND IS \$40.00 PER ANNUAL PERCENTAGE RATE ADJUSTMENT. EQUAL TO A DOCUMENTARY FEE IS THE BASE DOCUMENTARY FEE OF \$40.00 WHICH SHALL BE SUBJECT TO AN ANNUAL RATE ADJUSTMENT EQUAL TO THE PERCENTAGE OF CHANGE IN THE BUREAU OF LABOR STATISTICS CONSUMER PRICE INDEX. THIS NOTICE IS REQUIRED BY LAW.

The Annual Percentage Rate may be negotiable with the Seller. If this Contract is assigned, Seller may retain or receive a portion of the Finance Charge.

NOTICE TO BUYER: 1. Do not sign this agreement before you read it or if it contains any blank spaces. 2. You are entitled to an exact copy of the agreement you sign. 3. Under the law you have the right, among others, to pay in advance the full amount due and to obtain under certain conditions a partial refund of the finance charge. Buyer acknowledges receipt of a fully completed copy of this contract executed by both Seller and Buyer. Guarantor, if any, acknowledged receipt of completed copies of this contract and of Explanation of Guarantor's Obligation.

CO-BUYER: A Co-Buyer is a person who agrees to be primarily responsible for paying the entire debt and who (1) actually receives the vehicle or (2) is a parent or spouse of the Buyer, or (3) will be listed as an owner on the vehicle's title. By signing below, (1) I confirm that I will actually receive possession of the vehicle or will use it, or that I am a parent or spouse of the Buyer, or that I will be listed as an owner on the vehicle's title; (2) I agree to be primarily obligated under this contract; and (3) I consent to the Creditor having a security interest in the vehicle.

Seller: **ANDERSON ROCK RIVER FORD INC.**

By: _____

Guarantor: _____

I hereby authorize the collection of this above described amount from all of the seller named herein to collect said amount from the Buyer named herein.

Buyer(s) acknowledged receipt of a fully completed and executed copy of this Contract

RETAIL INSTALLMENT CONTRACT

Buyer: **Mary E Fleeger**

Buyer: **Daniel Fleeger**

INSTRUCTIONS: If parent, spouse, or other person who is or will be listed as an owner on the vehicle's title is a co-buyer, sign above. Other co-signers, sign on the Guarantor line.

STATE OF ILLINOIS

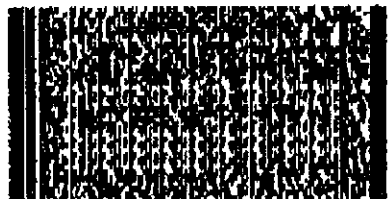
CERTIFICATE OF TITLE OF A VEHICLE

VEHICLE IDENTIFICATION NO. KNDUP132258704365	YEAR 2005	MAKE KIA	MODEL SEDONA	BODY STYLE SPORT VAN	TITLE NO. X5193811662
DATE ISSUED 07/12/05	ODOMETER 42	CCM 2.0	PURCHASED NEW	PURCHASE DATE 05/20/05	

MAILING ADDRESS

HSBC AUTO FINANCE INC
PO BOX 17902
SAN DIEGO CA 92177-7902

MOBILE HOME SQ.FT.

TYPE OF TITLE
ORIGINAL

LEGEND(S)

ACTUAL MILEAGE

OWNER(S) NAME AND ADDRESS

MARY E FLEEGER
DANIEL FLEEGER
228 S COLFAX ST
BYRON IL 61010

FIRST LIENHOLDER NAME AND ADDRESS

HSBC AUTO FINANCE INC
PO BOX 17902
SAN DIEGO CA 92177-7902

SECOND LIENHOLDER NAME AND ADDRESS

RELEASE OF LIEN

The holder of Lien on the vehicle described in this Certificate does hereby state that the same is released and discharged.

For Name

By

Signature of Authorized Agent

Date

For Name

By

Signature of Authorized Agent

Date

NEW LIEN ASSIGNMENT: The information below must be on an application for title and presented to the Secretary of State.
Secured Party _____ Address _____

Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

ASSIGNMENT OF TITLE

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address:

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

- ☐ 1. The mileage stated is in excess of the mechanical limits.
☐ 2. The odometer reading is not the actual mileage.

WARNING-ODOMETER DISCREPANCY

If the vehicle is one of more than 5 commercial vehicles owned by me, I certify that this vehicle is not damaged in excess of 20,000 miles at all for miles unless this document is accompanied by a mileage declaration.

ODOMETER READING

NO TENTHS

Signature(s) of Seller(s)

Printed Name(s) of Seller(s)

I am aware of the above odometer certification made by seller.

DATE OF SALE

Signature(s) of Buyer(s)

Printed Name

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that according to the records on file with my Office, the person or entity named herein is the owner of the vehicle described herein, which is subject to the above named liens and encumbrances, if any.
IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE AND
THE GREAT SEAL OF THE STATE OF ILLINOIS, AT SPRINGFIELD.

D37583743

CONTROL NO.

Jesse White
JESSE WHITE, Secretary of State

DO NOT ACCEPT TITLE SHOWING ANY FRAUDS, ALTERATIONS OR MUTILATIONS